BANGALORE WATER SUPPLY AND SEWERAGE BOARD

REQUEST FOR PROPOSALS (RFP)

REF. NO. BWSSB/EE(P)-4/PB/820/2023-24 Date06-02-2024

FOR THE CONSULTANCY ASSIGNMENT

Preparation of Detailed Project Report (DPR) for Providing 500 MLD Potable Water to Bangalore and its surrounding Towns under Cauvery Water Supply Scheme (CWSS) Stage VI

(ONLY THROUGH KPP PORTAL)

RFP DOCUMENT

Office of the Executive Engineer (Project)-4 Division

Bangalore Water Supply and Sewerage Board

Anand Rao Circle

Bangalore – 560 009

eecmc2@bwssb.gov.in

PARTICULARSOFTENDER

TENDER REFERENCE:	:	**NO. BWSSB/EE(P)-4/PB/820/2023-24 Date06-02-2024**
NAME OF THE WORK	:	**Preparation of Detailed Project Report (DPR) for Providing 500 MLD Potable Water to Bangalore and its surrounding Towns (Suburbs) under Cauvery Water Supply Scheme (CWSS) Stage VI**
LAST DATE AND TIME FOR RECEIPT OF TENDERS	:	21 -02-2024, **15:30 hrs**
DATE AND TIME OF OPENING OF TECHNICAL TENDERS	:	22 -02-2024, **17:00 hrs**
EARNEST MONEY DEPOSIT		**Rs. 2,00,000 /-** (Rupees Two Lakh Rupees only) The **EMD** shall be paid through KPPP.
PLACE OF OPENING OF TECHINCAL TENDERS	:	**Office of the Executive Engineer (Project)-4 division** **Bangalore Water Supply and Sewerage Board** **Anand Rao Circle** **Bangalore – 560 009**
TIME AND DATE OF OPENING OF FINANCIAL TENDERS	:	Will be intimated to the qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	**Office of the Executive Engineer (Project)-4 division** **Bangalore Water Supply and Sewerage Board** **Anand Rao Circle** **Bangalore – 560 009**
ADDRESS FOR COMMUNICATION	:	**Office of the Executive Engineer (Project)-4 division** **Bangalore Water Supply and Sewerage Board** **Anand Rao Circle** **Bangalore – 560 009**
CONTRACT DOCCUMENT REFERENCE		**Quality and Cost Based Selection as per K/C-4**

NOTE:

1. *Incomplete bids will not be accepted and will not be considered for bid evaluation*
2. *The right to accept/reject any or all the bids without assigning any reason vests with Bangalore Water Supply and Sewerage Board.*

email: eecmc2@bwssb.gov.in

Office No: 080-22945203

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Executive Engineer (P)-4, Anand Rao Circle, Bangalore – 560 009

No. BWSSB /EE(P)-4/PB/820/2023-24 Date: 06-02-2024

INVITATION FOR TENDER
(ONLY THROUGH KPP PORTAL)

1. On behalf of Bangalore Water Supply and Sewerage Board, Office of the Executive Engineer (Projects)-4 division invites proposals for Preparation of Detailed Project Report (DPR) for **Providing 500 MLD Potable Water to Bangalore City and its surrounding Towns (suburbs) under Cauvery Water Supply Scheme (CWSS) Stage VI.**

2. Tender documents may be downloaded through KPP Portal www.kppp.karnataka.gov.in website only from **07.02.2024 to 21.02.2024**. Interested Service Providers may obtain further information by accessing the same website. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. EMD will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.

3. The interested Consultancy firms may obtain any details about the RFP through the office from address given below up to**21.02.2024** on all working days between 11.00 hrs and 16:00 hrs. The complete RFP document is only available on E -procurement portal of Government of Karnataka (GoK).

4. The other details can be seen in the tender documents.

Sl. No	Name of Work	Tender Processing Fees	Amount put to Tender Rs. in Lakh (Approx)	Bid Security Rs. in Lakh	Period of completion
(1)	(2)	(3)	(4)	(5)	(6)
1	Preparation of Detailed Project Report (DPR) for Providing 500 MLD Potable Water to Bangalore and its surrounding Towns (Suburbs) under Cauvery Water Supply Scheme (CWSS) Stage VI	To be specified by Karnataka Public Procurement portal	**96.00**	**2.00**	**6 Months**

5. For submission, evaluation and selection of Consultant, the Proposal should be submitted in two parts. The two parts of the proposal are (i) Part 1: Technical Proposal comprising of Table 1&2 of

the APPENDIX-1 and (ii) Part 2: Financial Proposal (to be submitted online through E-Procurement website). Part 1 of the proposal would be opened first and evaluated. Only the firms qualifying in Technical Proposal as mentioned in RFP would be considered for further evaluation. The financial proposal of only those firms, who score minimum qualifying marks in Technical Proposal as mentioned in the Terms of Reference would be opened and evaluated. The final selection of the firm would be based on quality and cost based selection **(QCBS)** the combined score of technical and financial proposal.

6. The total time period for the assignment will be as explained in the Terms of Reference.

7. The Part-1 will be Technical Proposal and Part-2 will be Financial proposal and both must be submitted only through e-Procurement portal.

8. The last date and time for receipt of Tenders in the E- procurement portal (www.eproc.karnataka.gov.in) is **21.02.2024 up to 15:00 hrs**. The Technical bids will be opened on **22.02.2024 at 17:00 hrs.**

9. The qualification details shall be furnished in the format shown in Table 1 & 2 of Appendix-1. Necessary notarized certificates towards the financial turnover, company registration, work experience from the end user etc shall be furnished.

For Further Clarifications contact the address given below.

Sd/-

06/02/2024

Office of the Executive Engineer (Project)-4
Bangalore Water Supply and Sewerage Board
Gandhi Nagar, Anand Rao Circle
Bangalore – 560 009

SECTION 2: INFORMATION TO CONSULTANTS

2 INTRODUCTION

2.1 The consultants are hereby invited to submit a proposal for consulting services required for the assignment named in the attached Letter of Invitation. Consultant's proposal could form the basis for future negotiations and ultimately a contract between the Consultancy Firm and the , Office of the Executive Engineer (Projects)-4 division Bangalore Water Supply and Sewerage Board.

2.2 A brief description of the assignment and its objectives are given in the Terms of Reference (TOR).

2.3 To obtain first-hand information on the assignment and on the local conditions, the consultants may contact the , Office of the Executive Engineer (Projects)-4 division Bangalore Water Supply and Sewerage Board.

2.4 Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) Bangalore Water Supply and Sewerage Board is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants.

2.5 Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or than may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

2.6 Bangalore Water Supply and Sewerage Board's policy that the consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, Bangalore Water Supply and Sewerage Board.

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) will reject a proposal for award if it determines that the Consultant recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

(d) will have the right to require that a provision be included requiring consultants to permit the , Office of the Executive Engineer (Projects)-4 division,Bangalore Water Supply and Sewerage Board to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of , Office of the Executive Engineer (Projects)-4 division, Bangalore Water Supply and Sewerage Board.

2.7 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

2.8 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, in the Financial Proposal.

2.9 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

3 CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

3.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by Facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

3.2 At any time before the submission of Proposals, the Client may for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be published through e-Procurement Portal. The Client may at its discretion extend the deadline for the submission of Proposals.

4 PREPARATION OF PROPOSAL

4.1 Consultants are requested to submit their proposal in Two Parts in 2 separate e-envelopes /packages and upload properly through e-procurement portal.

The two parts are:

Part 1: Technical Proposal

Part 2: Financial Proposal.

The proposal shall be written in English language.

Proposal submission is through KPPP and hard copies are not required to be submitted.

4.2 This submission shall contain all the details as specified in the Data sheet

Part 1: Technical Proposal

4.3 Consultant firms are expected to examine all terms and conditions included in the documents. Failure to provide all requested information will be at their risk and may result in rejection of your proposal.

Earnest Money Deposit of the required amount as specified in the Data sheet is to be submitted through e-procurement portal and upload in their Proposal necessary documents.

4.4 During preparation of the Technical Proposal, Consultant firm may give particular attention to the following:

(a) The estimated minimum number of man months for the assignment is stated in the Terms of Reference and Data Sheet for consultant's information. The proposal shall however be based on the number of professional key staff and technical support staff months estimated by the consultant firm and shall not be less than the minimum specified in the Data Sheet. This is a key criteria that will be considered during Technical Proposal evaluation (Stage-1 evaluation)

(b) It is desirable that the majority of the key professional staff proposed should be permanent staff of the firm. The Permanent staff will be considered those employed with the firm for at least 1 year and above.

(c) No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

(d) A good working knowledge of the English language specified in the data sheet is essential for key professional staff on this assignment. Reports must be in the language(s) specified in the data sheet.

4.5 Consultant's Technical Proposal must provide the following information, using but not limited to the Table 1 & 2 formats attached in the Appendix I.

(a) A brief description of the firm's organisation and an outline of recent experience of the Consultants on assignments of similar nature. The information which consultant shall provide on each assignment should indicate, inter-alia, the profiles of the staff provided, duration, contract

amount and firm's involvement.

(b) Any comments or suggestions on the TOR and a description of the methodology (work plan) which the firm proposes to execute the services, illustrated with bar charts of activities.

(c) The composition of the proposed staff team, the tasks which shall be assigned to each and their timing;

(d) CV's shall be signed by the authorised representative submitting the proposal. Key information should include years with the firm and degree of responsibility held in various assignments. Unsigned CV's by firm's authorised representative shall not be evaluated and shall be given a nil score.

(e) Estimates of the total time effort (person x months) to be provided for the services, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff and

(f) Any additional information requested in Data Sheet.

4.6 The Technical proposal **must not include any financial information**. A Technical Proposal containing any quoted financial details / bid price will be declared non-responsive.

Part 2: Financial Proposal

4.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms. It lists all costs associated with the Assignment, including (a) remuneration for staff excluding taxes and (b) The reimbursable expenses such as Topographical Survey, Soil investigation and Condition assessment of existing infrastructure will be paid to consultants along with prevailing GST, and same will not be considered for evaluating financial bid.

4.8 Consultants must express the price of their services in the Local currency (Indian Rupees).

5 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

5.1 The original proposal shall be prepared and submitted through e-procurement portal.

5.2 The complete Proposal shall be uploaded / submitted on E-Proc website.

5.3 The proposal must be submitted with all pages numbered serially and official seal on the pages along with an index of submissions.

5.4 Consultant's completed proposal must be submitted on or before the date and time stated in the Data Sheet.

6 PROPOSAL EVALUATION

6.1 A three - stage procedure shall be adopted in evaluating the Proposals:

(i) (a) The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be

furnished with technical proposal)
(b) The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)
(c) The firm should not have been blacklisted by any government / Non-Government / Private agencies/organizations/institutions and funding agencies as on date of Notification.
(d) The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
(e) Bidders are not allowed to form Joint venture or Consortium with other bidders.
(f) Subletting/ subcontracting of any part of work is not permitted.
(g) Firm having worked in this region is desirable.
(h) Experience of personnel in consultancy organizations shall only be considered.
(i) Experience of the Key personnel who are presently with the firm for not less than 12 months shall only be considered.
(j) Firms should have a well-established office in Bangalore. Documentary proof / undertaking to establish the office shall be submitted along with Bid.
(k) The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
(l) The company should not be a loss making in the last 2 years (2021-22 and 2022-23). Documentary proof shall be submitted along with Bid.

(ii) In Technical Evaluation, firms securing the minimum qualifying marks mentioned in Clause 6.2 of the RFP will be eligible for Financial evaluation

(iii) Financial Evaluation.

Technical Proposal – Part 1

6.2 The Executive Engineer (P)-4 division, Bangalore Water Supply and Sewerage Board shall carry out its evaluation applying the evaluation criteria and point system specified in the data sheet. Each responsive proposal shall be attributed a Technical score (St.) The Technical Proposal should score at least 75% to be considered responsive for Financial evaluation.

Financial Proposal – Part 2

6.3 After the evaluation of Technical Proposal is completed, the Client will notify the consultants who have qualified, indicating the date and time set for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. The notification will be sent by facsimile, or electronic mail.

6.4 The Financial Proposals shall be opened through e-procurement portal in the presence of the consultants' representatives who choose to attend. The name of the consultant and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

6.5 The financial proposals will be corrected for any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation team shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed under the applicable law; and Reimbursable cost towards survey, geotechnical investigation & condition assessment.

6.6 The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20.

6.7 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

7 NEGOTIATIONS

7.1 Prior to the expiration period of validity of proposal, Bangalore Water Supply and Sewerage Board shall notify the successful firm who submitted the highest scoring proposal in writing by facsimile and invite it to negotiate the contract.

7.2 Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations.

7.3 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the ToR. Agreement must then be reached on the final ToR, the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the firm within the available budget and to define clearly the inputs required from Bangalore Water Supply and Sewerage Board to ensure satisfactory implementation of the assignment.

7.4 GST is not applicable under this consultancy services expect for reimbursable expenses as this comes under pure services.

7.5 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the unit rates, including the man month rates).

7.6 Having selected a firm, among other things, on the basis of an evaluation of proposed key professional staff, BANGALORE WATER SUPPLY AND SEWERAGE BOARD expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance

that this staff shall be actually available. BANGALORE WATER SUPPLY AND SEWERAGE BOARD shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

7.7 The negotiations shall be concluded with a review of the draft form of Contract. BANGALORE WATER SUPPLY AND SEWERAGE BOARD and the firm will finalise the contract to conclude negotiations.

8 AWARD OF CONTRACT

8.1 After completion of negotiations with the consultants, the Client shall award the Contract to the selected Consultant.

8.2 The successful firm with whom the Contract is signed is expected to commence the assignment on the date and at the location specified in the data sheet.

9 CONFIDENTIALITY

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

REQUEST FOR PROPOSAL

DATA SHEET

1. Consultants may seek clarifications on relevant aspects of the RFP till one week prior to last date of submission. Pre-proposal conference will be held on XX.02.2024 at the office Executive Engineer (P)-4 division at 12.00 PM.
2. The proposal validity of the offer shall be valid for 120 days after the last date of submission.

The address for requesting clarification is:

Office of the Executive Engineer (Project)-4 Division

Bangalore Water Supply and Sewerage Board

Anand Rao Circle

Bangalore – 560 009

eecmc2@bwssb.gov.in

The Language of documents and correspondence will be English.

1.1 Earnest Money Deposit: Rs. 2,00,000/- (Rupees Two Lakhs only) payable through e-procurement portal only.

1.2 The **minimum** man-months which shall be considered by Consultants for preparation of the Proposal, which are considered by Client for both technical and financial bids evaluation.

1.3 GST is not applicable except for reimbursable cost

1.4 The Consultants to state local cost in INR only.

1.5 Proposals submitted by the consultants, who were blacklisted or debarred whose services have been before completion of project deliverables, by any Central Government /State Govt Agency or any external funded financial institution /Bank/ Agency, any time over the past 10 years, will not be evaluated further. An undertaking letter to this extent need to be submitted by the Consultants as part of their Technical Bid (Stage-1 evaluation), which is mandatory and without such undertaking letter, the Bid will be treated as non-responsive and will not be evaluated further. Consultant firm must submit the completed bid online (E-Procurement portal of GoK). **All the proposals shall be submitted only on the E-Procurement portal.**

1.6 last date and time of submission is **XX.02.2024 up to 17:30 hrs.**

APPENDIX-1

Table 1: Details for Technical Evaluation Stage 1
Minimum Eligibility

1. Eligibility criteria of Consultant for Bidding:

1. The Firm must have an office in India, operating for minimum last 10 Years and should be registered under Indian companies Act. 1956. (certificate of incorporation and PAN Card must be furnished with technical proposal)
2. The Firm must have an ISO:9001 certification. (A copy of the certificate must be furnished with Technical Proposal)
3. The firm should not have been blacklisted by any government / Non Government / Private agencies/organizations/institutions and funding agencies as on date of Notification.
4. The experience and financial capability of parent company shall not be considered in case of any Indian subsidiary.
5. Bidders are **not allowed** to form **Joint venture or Consortium** with other bidders.
6. Subletting/ subcontracting of any part of work is not permitted.
7. Firm having worked in this region is desirable.
8. Experience of personnel in consultancy organizations shall only be considered.
9. Experience of the Key personnel who are presently with the firm for not less than 24 months shall only be considered.
10. Firms should have a well-established office in Bangalore. Documentary proof / undertaking to establish the office shall be submitted along with Bid.
11. The consultants shall be registered and working / worked with BWSSB or any other Water Boards in India in similar projects. Documentary proof shall be submitted along with Bid
12. The company should not be a loss making in the last 2 years (2021-22 and 2022-23). Documentary proof shall be submitted along with Bid.

Financial: (During the last 5 years: 2018-19 to 2022-23)

1. The Firm shall have a minimum annual turnover of Rs.50.00 Cores (Rupees Fifty Crores only) in minimum 2 years of the last five years. Documentary proof in the form of attested balance sheet for last 5 years (From 2018-19 to 2022-23) shall be submitted.

Technical:

I. The consultant should have experience providing consultancy services for drinking water supply projects of minimum capacity of 400 MLD including design and estimation of intake structure, Pump house, Rising main, Electromechanical equipments (HT/LT), HT Electrical substation, WTP, Gravity main, distribution system & Surge protection system.

II. Project experience in preparation of DPR to provide support to the Government Body for implementing large basic water infrastructure services scheme of minimum Rs.1000 Crore and project is approved by CPHEEO in last Ten Years

III. Experience of preparing detailed project report for Water Supply, Sewerage, Storm water Project more than Rs.1000 Crore under government funding schemes like Central government aided scheme /Jn-NURM /Amrut/externally aided funded/equivalent in last Ten years from single project, infrastructure like water, wastewater, storm water, transport projects, solid waste, etc

Note: Necessary notarized certificates towards the above experience shall be uploaded along with the other tender document.

Table 1: Technical Evaluation (1st Stage – Technical Evaluation of the Proposal)

S. No.	Particulars	Marks
I	Experience of consultant in last ten years	
a)	The consultant should have experience preparation of DPR / detailed engineering for a drinking water supply project of minimum capacity **400 MLD** of water including design and estimation of intake structure, Pump house, Rising main, Electromechanical equipments (HT/LT), HT Electrical substation, Treatment unit, Gravity main, distribution system & Surge protection system in last Ten Years.	5
b)	Project experience in preparation of DPR to provide support to the Government Body for implementing large basic water infrastructure services scheme of minimum **Rs.1000 Crore** and project is approved by CPHEEO in last Ten Years	5
c)	Experience of preparing detailed project report for Water Supply, Sewerage, Storm water Project more than **Rs.1000 Crore** under government funding schemes like Central government aided scheme /Jn-NURM /Amrut/externally aided funded/equivalent in last Ten years from single project, infrastructure like water, wastewater, storm water, transport projects, solid waste, etc	5
	Sub Total-1	**15**
II	Understanding project and approach and methodology	25
a)	Methodology	10
b)	Organizational set up, defining roles for Partners, Associates, Sub-Consultants and key personnel	10
c)	Organization chart and Manning Schedule	5
	Sub Total-2	**25**
	Sub Total -3 - (1+2)	**40**

III). Key Expert/ Person's Qualification and Competence Experience:- 60

The weight age for the key personnel shall be assessed as given in **sub-Table 2** and the key expert/ person's qualifications and competence shall be as given in **sub-Table 3**.

Sub Table 2 – List of Key Personnel to be deployed

S.No.	Key Personnel/ Experts	Points
1	Team Leader	20
2	Hydraulic / Environmental Engineer	10
3	Mechanical Engineer	10
4	Electrical engineer	10
5	Instrumentation Engineer	10
6	Structural Engineer	10
7	Quantity surveyor	10
8	Geotechnical Engineer	10
9	Financial Analyst	10
	Sub Total -3	**100**

Sub Table 3 – EVALUATION OF KEY PERSONNEL QUALIFICATIONS

a) General Qualifications	
• Professional Qualifications	15%
• Length of Experience and Positions held	15%
Sub Total	**30%**
b) Adequacy for the project	
• Adequacy for the project experience (e.g. duration of relevant experience, Water Supply, Sanitation, Storm Water, managerial skills, preparation of DPR)	70%
Sub Total	**70%**
Grand Total	**100%**

Table 4 –Qualification and Experience of Key Personnel to be deployed

S.No.	Key Personnel/ Experts	Qualification & Experience
1	Team Leader	shall be BE in civil /Environmental engineering with post graduate degree in Environmental /Hydraulic/Civil Engineering and shall have minimum 15 years of experience in preparation of DPR/detailed engineering for water and waste water projects. including minimum 3 years of experience as Team Leader/ and 5 years as deputy Team Leader
2	Hydraulic / Environmental Engineer	should be graduate and post graduate degree in environmental /Civil / hydraulic engineering having minimum 12 years of experience and minimum 5 years as WTP/STP process expert/process engineer.
3	Mechanical Engineer	should be graduate degree in mechanical engineering with minimum 10 years of experience in water and waste water sector.
4	Electrical Engineer	should be graduate degree in electrical engineering with minimum 10 years of experience in infrastructure projets
5	Instrumentation Engineer	should be graduate degree in instrumentation engineering with minimum 10 years of experience in water infrastructure projects.
6	Structural Engineer	Should be B.E in civil engineering with post graduate degree in Structural Engineering having minimum 10 years of experience in design of water retaining structures and pumping stations.
7	Quantity surveyor	Should have B.E in Civil engineering with minimum 10 years of experience in design and preparation of BOQ and cost estimates
7	Geotechnical Engineer	Post graduate in geotechnical engineering with minimum of 10 years experience in water and other infrastructure projects
8	Financial Analyst	Graduate with MBA or CA having experience in financial analysis for infrastructure projects

Note:

- The consultant must achieve a minimum 75% overall (average) in the Technical Proposal.
- Quality-Cost Ratio for Selection: 80: 20. (Weightage for technical proposal is 80% and that for financial proposal is 20%)

QCBS (80:20)

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest ETP Evaluated Total Price (ETP), which is equal to the Adjusted Total Price (ATP) less the Non-competitive Component, i.e., provisional sums and contingency; and "F" is the ETP of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 80, and P = 20.

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.

SCHEDULE OF PAYMENT

1. The Consultants shall quote the price bid in the formats given in point 2 for all the projects separately. The quoted rate should include all cost like remuneration of experts and supporting staff, out of pocket expenses, profit, including all taxes at the rates applicable on date of submission of tender except service tax or any other replacement / substitution of service tax which shall be paid by the BWSSB.

2. **Schedule of Payment:** The contract charges shall be quoted as per following schedule:

On submission of Inception Report	15%
On submission of Concept Report (Scheme Finalization)	25%
On submission of Draft DPR with cost Estimate	25%
On submission of Final DPR with Cost Estimate	25%
On Approval from BWSSB	5%
On Approval from MoUHA, GOI	5%

SECTION 3: FORMATS FOR SUBMISSION OF FIRMS CREDENTIALS

The proposal should contain the following information in enclosed format attached at Appendix A.

- Year of establishment of firm
- annual turnover of two years in any last five financial years
- Number of key personnel
- Experience of the firm

Note: The firm shall submit certificate of incorporation and audited balance sheet for the two years in any of last five financial (FY 2018-2023). For claiming experience of relevant projects, completion certificate/contract document/letter of award or other evidence from employer should be enclosed. The proposal should also contain the details of the key personnel viz., their name, qualification, expertise area, experience and years of association with the firm.

Appendix A

Firms Credentials

1. Name of the Consultancy Project being applied for:
2. Year of establishment of firm

Consultant	Year of Establishment	Country	Type of Organisation			
			Individual	Partnership	Corporation	Other
Firm Name						

3. Office/business address/telephone numbers/cable address
4. Consulting firm's former name and year of establishment
5. Narrative description of firms (Use other sheet, if necessary)
6. Name of, not more than two (2) principals who may be contacted with title and telephone number/fax number
7. Number of Personnel in the Organisation

Discipline	Number
Key Personnel	With experience more than 10 years and associated with the firm

8. Financial Statement of the last two years (in any of last five financial years)

S. No.	Particulars	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
i.	Annual turnover from Consulting business					

Note:

i) The amount shall be stated in INR

1st Stage Qualification – Technical Proposal)

Relevant Services Carried Out in the **Last Ten Years** That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm:</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of Months of Professional Staff Provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: In case of claiming experience of _____ projects completion certificate/letter of award/comfort letter from employer or other evidence must be enclosed.

UNDERTAKING REGARDING NON-DEBARMENT/BLACKLISTING/DETAILS OF LITIGATION HISTORY

We hereby undertake to confirm that our firm "----------" has **not** been Debarred/Blacklisted by any Central/State Government Agency or External Aided Lending agency during the past 10 year period. We also hereby undertake to confirm that our services have not been rescinded by any Central Government / State Government Agency during the currency of a particular project during the past 10 year period. We further undertake to state that we do **not** have any litigation history.

Date:

Signature: _____

Place:

Full name:

Designation:

Name of the Firm:

Address:

(Authorized Signatory)

APPENDIX B. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal Submission Form
Appendix B-2	Firm's References
Appendix B-3	Firm's comments and suggestions on the Terms of Reference and on data, services, and facilities to be provided by the Executive Engineer (P)-4 Division Bangalore Water Supply And Sewerage Board
Appendix B-4	Approach paper on methodology and work plan for performing the assignment
Appendix B-5	Composition of the team and task(s) of each team
Appendix B-6	Curriculum vitae of proposed professional staff
Appendix B-7	Time schedule for deployment of professional personnel
Appendix B-8	Activity (works) schedule

APPENDIX B-1

Technical Proposal Submission Form

From (Name of Firm)

To: (Name and Address of Client)

_____

_____

_____

_____

_____

Ladies /Gentleman:

Subject: Preparation of Detailed Project Report (DPR) for Providing 500 MLD Potable Water to Bangalore and its surrounding Towns under Cauvery Water Supply Scheme (CWSS) Stage VI

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____(Date), and our Proposal. We are hereby submitting our Proposal, as per RFP requirements.

If negotiations are held during the period of validity of the Proposal i.e. before (Date) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive

we remain,

Yours sincerely,

Authorised Signature

Name and Title of Signatory:

Name of Firm:

Address:

APPENDIX B-2: FIRM'S REFERENCES

Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm:</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td rowspan="2">Start Date (Month/Year)</td><td rowspan="2">Completion Date (Month/Year)</td><td>No. of Staff-Months:</td></tr>
<tr><td>Approx. Value of Services (in Current INR)</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>Number of months of professional staff provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff involved:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

Note: For claiming experience of projects undertaken as mentioned in the qualification criteria, copy of proof of experience must be enclosed.

APPENDIX B-3: COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON SERVICES AND FACILITIES TO BE PROVIDED BY THE EXECUTIVE ENGINEER (P)-4 DIVISION BANGALORE WATER SUPPLY AND SEWERAGE BOARD

On the Terms of Reference:

1.

2.

3.

4.

On the services and facilities to be provided by The Executive Engineer(P)-4 Division, Bangalore Water Supply and Sewerage Board:

1.

2.

3.

4.

APPENDIX B-4: APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

(a) **Technical Approach and Methodology.** In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

(b) **Work Plan.** In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Appendix-B8.

(c) **Organization and Staffing.** In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

APPENDIX B-5: COMPOSITION OF THE TEAM PERSONNEL, AND TASK(S) OF EACH TEAM MEMBER

1. Key professional staff and sub professional staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			

2. Support Staff

Sl. No.	Name	Position	Task
1			
2			
3			
4			

APPENDIX B-6: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**: _____ **Nationality:** _____

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

_____

6. **Membership of Professional Associations**: _____

_____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

_____

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10 **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11 **Detailed Task Assigned** [List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has

been involved, indicate the following information for those assignments that best illustrate staff

capability to handle the tasks listed under point 11.]

Name of assignment or Project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Position held: _____

Activities performed: _____

13 Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

APPENDIX B-7: TIME SCHEDULE FOR KEY PROFESSIONAL AND SUB)NAL STAFF A. Activity Schedule

Name	Position	Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the st assignment]			
		1st	2nd	3rd	Number of Months
					Subtotal (1)
					Subtotal (2)
					Subtotal (3)
					Subtotal (4)
					-
					-

APPENDEX B-8: ACTIVITY (WORKS)

A. Activity Schedule

Item of Activity (Works)	Month wise Program (in the form of Bar Chart) [1st, 2nd, etc., are months from the start of assignment]										
	1st	2nd	3rd								

on and Submission of Reports and Corresponding Payment Schedule

Milestone and Deliverables	Date of Delivery	Payment Schedule
Inception Report	15 days from Notice to Proceed	Payment schedule will be earlier explained in clause
Concept Report (Scheme Finalization)	75 days from on submission of Inception Report	
Draft DPR with Cost Estimates	60 days from on approval of Concept Report	
Final DPR with Cost Estimates	30 days from on approval of Draft Report	

SECTION 5. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

Appendix C - Price Bid (E-Procurement Portal submission)

Appendix C - FINANCIAL PROPOSAL (Price bid)

Description of services	Consultancy Fee (Rs.)	
	In	In words.
Preparation of Detailed Project Report (DPR) for Providing 500 MLD Potable Water to Bangalore and its surrounding Towns under Cauvery Water Supply Scheme (CWSS) Stage VI Excluding GST		

Important Note:

(1) The firms indicating financial price in the Technical proposal will not be considered for evaluation under any circumstances, financial price should be indicated only in the financial Proposal.

(2) Reimbursement items includes

- Topographical survey of TK halli entire plant area and detailed pipeline corridor survey including survey from Shiva Balancing Reservior to T.K Halli, & T.K. Halli to Bangalore which covers NICE/PRR road where proposal for pipeline is considered.
- Detailed Geo-Technical investigation.
- Conditional Assessment Survey of all existing infrastructures (pipeline/structures etc.,) which are going to be dismantled .

(3) Prior approval is required to assign the work to concerned 3rd party by submitting lowest quotation among the three quotations for Reimbursement items.

(4) The payment for the Reimbursement items will be paid at actual plus GST.

(5) GST of 18% on actual will be paid to the reimbursed.

(6) Service charge of 5% will be paid to the consultants on actual price to carry out the work and to provide technical feedback and are to adopt same in DPR.

Bangalore Water Supply and Sewerage Board (BWSSB)

Terms of Reference (ToR)

1. Background

Bengaluru, the capital city of Karnataka is the 3rd largest city and the 5th largest metropolitan area in India and is one of the fastest growing metropolitan cities. It is a center for all kind of educations, IT & BT industries, sophisticated high tech health care and many MNC industries which are attracting people to the city. As per census 2011 the total estimated population for Bengaluru c was about 8.5 million. The Bruhat Bengaluru Mahanagara Palike (BBMP) presently covers an area of about 800 sq.km including 8 ULBs and 110 villages. The BWSSB service area has now increased to 800 sq.km. Bengaluru would be possibly the richest city in the country by 2051, able to provide employment to well in excess of another few crores of people. The economic and employment opportunities will be driving the movement of people towards Bengaluru, even by modest estimates the city population would be well in excess of 3-4 crores by 2051. The success of Karnataka would depend on the economic growth of Bengaluru, which would be mainly governed by water facility since it cannot support a population of more than 1.4 crores with the available sources of water.

Bangalore Water Supply and Sewerage Board is supplying Cauvery Water to Bangalore City under the CWSS Stage I,II, III & IV Phase I & II and CWSS Stage V is under implementation, covering total area of 800 Sq.km. The details of CWSS scheme is presented below.

Name of the Scheme	Year of Commissioning	Design Capacity in MLD
CWSS Stage I	1973	150
CWSS Stage II	1982	150
CWSS Stage III	1993	310
CWSS Stage IV Phase I	2002	300
CWSS Stage IV Phase II	2012	550
CWSS Stage V	Under Implementation	775

	Total	**2235**

In view of the approval of the Govt. of Karnataka, allocated additional 5 TMC Cauvery Water to Bangalore City for providing water supply facilities to Bangalore and surrounding towns. Hence the Consultancy Services for the Preparation of DPR is called by the Board and for approval from GoK for implementation.

2. The GOK in its order No ಜಸಂಇ 136 ಎಂಎಂಕೆ 2023 ಬೆಂಗಳೂರು dated 07.11.2022 and order no ಜಸಂಇ 136 ಎಂಎಂಕೆ 2023 ಬೆಂಗಳೂರು dated 29.11.2022 has allocated additional 6TMC of water to BWSSB for drinking water needs of Bangalore and its suburbs, therefore taking the total allocation to 24 TMC.

3. The Board in its meeting held on 25.1.2024 has directed to form the committee for reviewing & accepting the DPR headed by CE (P). Accordingly, it is proposed to form the committee comprising of following members:
   (i) CE(P) → Committe Head
   (ii) CE(K) O & M → member
   (iii) ACE(K) O&M → member
   (iv) EE(K) O&M → member
   (v) EE(P)-4 - Convenor

   Hence, the timely submission of reports and with discussion will be held and the report need to be placed before the following committees for review & clearance from the consultants.

(i) Committee concurrence
(ii) TC Committee concurrence
(iii) Board concurrence
(iv) MoUHA, GOI concurrence

The DPR should cover the detailed studies with respect to the following aspects also:

1. Economical Viability study of existing utilities.
2. Water Balancing by utilizing the existing infrastructure.
3. Environmental impacts.
4. Detailed estimation.
5. Funding agency/pattern
6. Approvals of MoHUA & related organizations.

5. Scope of Work

The following are the major activities and tasks envisaged as part of the DPR preparation:

- The consultant shall prepare the detailed project report (DPR) for supply of 500 MLD potable water to Bangalore and surrounding towns based on site visit, available records, reports, drawings, toposheets, survey, geotechnical investigations and discussion with BWSSB. The source of water supply is from Cauvery River near Shivannasamudra, Malavalli Tq, Mandya Dist. The report should be as per CPHEEO

standards.

- The site visit and collection of relevant data, report, maps from the concerned authorities with the help of BWSSB officials. Firming up of water requirement and system capacity after discussion with BWSSB engineers for the present and future requirements.
- Design of raw water transmission system, water treatment plant (WTP) of capacity 500 MLD minimum output with PLC & SCADA system, clear water reservoirs, pumping stations including reconnaissance survey for pipe line routing, interconnection with existing pipelines if required, for constructing WTP and pump house.
- Alternative study for routing of transmission main from Tataguni to city reservoir, recommendations for alternative based on techno economic analysis. Design of transmission main which includes the study of pipe materials, optimization of pipe diameter, internal and external protection for pipe and also surge protection system. Study of existing ground level reservoirs (GLR) capacity & feasibility. If it is not adequate / insufficient, find out the new GLR locations, design, cost estimate, survey to provide potable water to Bangalore and surrounding towns.
- Pipeline planning and design to cross the river, national/state highways and city roads
- Proposal for land required if any to execute the project until completion.
- The cost estimate for various components of selected alternative based on schedule of rates of BWSSB/KPWD/KUWSDB etc, rate analysis based on current market rate.
- Preparation of DPR, design, cost estimate, project packaging and phasing
- Based on the cost estimate and system components the contract packaging and implementation schedule for the project shall be prepared.
- New initiatives and Best practices adopted around the Globe in field of Bulk water supply scheme shall be incorporated in the DPR with proper justification.

6. Preparation of financial & Economical analysis for posing the project to funding agency

- Based on the project cost estimates, phasing of expenditure during implementation will be prepared based on the contract packaging of the project
- Financial model shall be developed to study various options and sensitivity analysis of model for different modes of financing.
- Financial viability of the project shall be assessed

7. Assist BWSSB in getting administrative approval and obtaining fund from funding agency

- Assist BWSSB in getting approval from concerned departments of GOK/GOI and also assist BWSSB to get funds from funding agencies.

8. Deliverables

The consultant firm shall submit Inception Report, Concept Report, Draft Report

and Final Report, all in 6 copies along with soft copy in 1TB hard disk- 2 nos

STANDARD FORM OF CONTRACT

CONTRACT FOR CONSULTANT'S SERVICES

BETWEEN

Executive Engineer (P)-4

BWSSB, Bangalore

And

Consultant

Dated:_____th '2024

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I. FORM OF CONTRACT

Lump Sum Remuneration

This CONTRACT (hereinafter called the "Contract") is made on the_____day of the month of_____, 2024, between, on the one hand, (hereinafter called the "Client") and, on the other hand, _____ (hereinafter call the "Consultants").[* Note: If the consultants consist of more than one entity in case of an Association, the above should be suitably amended].

WHEREAS:

(d) The Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(e) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this contract ;

(f) The Client has received [or has applied for] funds from the GOK and funding agencies towards the cost of the Services and intends to apply a portion of the proceeds of this fund to eligible payments under this contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this contract:

(a) The General Conditions of Contract (hereinafter called "GC");

(b) The Special Conditions of Contract (hereinafter called "SC");

(c) The following Appendices:

[Note: If any of these appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix]

Appendix - A: Description of the Services _____

Appendix - B: Reporting Requirements _____

Appendix - C: Key Personnel and Sub-consultants _____

Appendix - D: Services and Facilities Provided by Client _____ Appendix - E:Form of Guarantee for Performance Security

_____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the contract; and

   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1 GENERAL PROVISIONS:

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings;

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Karnataka as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause-6;

(d) "Foreign Currency" means any currency other than the Indian currency;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka and Government of India;

(g) "Local currency" means the Indian Rupees.

(h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; "Member in charge" means the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this contract;

(i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix-A; and

(m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(n) Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Consultants. The Consultants, subject to this contract, have complete charge of personal and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.2 Law Governing the Contract:

This contract, its meaning and interpretation, and the relation between the parties shall be governed by the Applicable Law.

1.3 Language:

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.4 Notices;

1.4.1. Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in the SC.

1.4.2. Notices will be deemed to be effective as specified in the SC.

1.4.3. A Party may change its address for notice hereunder by giving the other party notice of such change pursuant to the provisions listed in the SC with respect to Clause GC 1.4.2.

1.5 Location:

The Services shall be performed at such locations as are specified in Appendix-A and, where the location of a particular task is not so specified, at such locations, whether in the jurisdiction of (NI & NW) or elsewhere, as the client may approve.

1.6 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties: GST is not applicable, except Reimbursable cost since the Consultancy services comes under pure services.

2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.

2.1 Effectiveness of Contract:
This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.1.1 Termination of Contract for Failure to Become Effective If this contract has not

become effective within such time period after the date of the contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither party shall have any claim against the other Party with respect hereto.

2.2 Commencement of Services:

The consultants shall begin carrying out the Services within ten (10) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract:

Unless terminated earlier pursuant to Clause 2.6, this contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.3.1 Entire Agreement:

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either Party has authority to make, and the parties shall not be bound or be liable for, any statement, representation, promise or agreement not set forth herein.

2.4 Modification:

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the parties and shall not be effective until the consent of the competent authority is obtain.

2.5 Force Majeure;

2.5.1 Definition;

For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract:

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than fourteen (14) days falling the occurrence and such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of

normal conditions as soon as possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.5.4 Extension of Time:

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time as mutually agreed.

2.5.5 Consultation:

Not later than thirty (30) days after the Consultants, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.5.6 Suspension:

The Employer may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.6 Termination:

2.6.1 By the Client:

The Client may terminate this Contract, by not less than thirty (30) day's written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.1 and sixty (60) days' in the case of the event referred to in (e) :

(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing ;

(b) If the Consultants become (of, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC.8

(d) if the Consultants submit to the Employer a statement which has a material effects on the rights, obligations or interests of the Employer and which the Consultants know to be false.

(e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(a) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among consultant (Prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2.6.2 By the Consultants:

The Consultants may terminate this contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this clause 2.9.2.

(a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause - 7 hereof within forty five (45) days after receiving written notice from the Consultants that such payment is overdue; or

(b) if the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Employer of the Consultants notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days, or.

(d) if the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC.8 hereof.

2.6.3 Cessation of Rights and Obligations

Upon termination of this contract pursuant to Clause GC 2.1.1 or GC 2.6 hereof, or upon expiration of this contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except;

(i) such rights and obligations as may have accrued on the date of termination or expiration.

(ii) the obligations of confidentiality set forth in Clause GC 3.3 hereof;

(iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.4.1 hereof; and

(iv) any right which a Party may have under the Applicable Law.

2.6.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant

to Clause GC 2.6.1 or GC 2.6.2. hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Employer, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 or GC 3.10 hereof.

2.6.5 Payment upon Termination;

Upon termination of this Contract pursuant to Clause 2.6.1 or 2.6.2, the Client shall make the following payments to the Consultants;

(a) remuneration pursuant to Clause 6 for services satisfactorily performed prior to the effective date of termination ;

(b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination, and

(c) Except in the case of termination pursuant to paragraphs (a) and (d) Clause 2.9.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.6.6 Disputes about Events of Termination

If either party disputes whether an event specified in paragraphs (a) through (c) of Clause GC 2.6.1 or in Clause GC 2.6.2. hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to dispute settlement pursuant to Clause GC 8 hereof.

3 OBLIGATIONS OF THE CONSULANTS:

3.1 General:

3.1.1 Standard of performance

The Consultants shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with sub-consultants or third parties.

3.1.2 Law Governing Services:

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the personnel of the Consultants and any Sub-consultants, comply with the Applicable Law.

3.2 Conflict of Interests:

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultant's sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount

or similar payment in connection with activities pursuant to this contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 Deleted

3.2.3 Prohibition of Conflicting Activities:

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities.

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this contract ; or

(b) after the termination of this contract, such other activities as may be specified in the SC.

3.3 Confidentiality:

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.3.1 Liability of the Consultants

Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.

3.4 Insurance to be taken out by the Consultants:

The Consultants(a) shall take out and maintain, and shall cause any Sub- Consultants to take out and maintain, at their (or the Sub-Consultant's, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.4.1 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, here under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred in the SC), (ii) shall permit the Employer or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer.

3.5 Consultant's Actions Requiring Client's Prior Approval:

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions;

(a) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Consultants"), and

(b) any other action that may be specified in the SC.

3.6 Reporting obligations:

The consultants shall submit to the Client the reports and documents specified in the bid in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the consultants to be the Property of the Client:

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.4.1 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these

documents, if any, shall be specified in the SC.

4 CONSULTANTS' PERSONNEL:

General

The Consultants shall employ and provide such qualified and experienced personnel and sub-consultants as are required to carry out the Services.

4.1 Description of Personnel:

(a) The titles, agreed job descriptions, minimum qualifications and estimated period of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Employer his/her name is listed as well.

(b) If required to comply with the provisions of clause GCC 3.1.1. hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% and (ii) that the aggregate of such adjustments shall not cause payments under this contract to exceed the ceilings set forth in Clause GC 6.1. (b) of this contract. Any other such adjustments shall not be made without the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1 (b) of this Contract.

4.1.1 Approval of personnel

The Key Personnel and sub-consultants listed by title as well as by name in Appendix C as hereby approved by the Employer. In respect of other Key Personnel which the Consultants propose to use in carrying out the Services, the Consultants shall submit to the employer for review and approval a copy of their biographical data and (in the case

of Key personnel to be used within the country of the Government). If the Employer does not object in writing (stating the reasons of the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such key personnel shall be deemed to have been approved by the Employer.

4.1.2 Working Hours, Overtime, leave etc.

(a) Working hours and holidays for key personnel are set forth in Appendix C hereto. To account for travel time, foreign personnel carrying out Services inside India shall be deemed to have commenced (or finished) work in respect of the Services such number of days before their arrival (or after their departure from).

(b) The key personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.2 Removal and/or Replacement of Personnel:

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the consultants shall forth with provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. Except as the Employer may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and / or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable to the personnel replaced.

4.2.1 Resident Project Manager.

If required by the SC, the Consultants shall ensure that all times during the Consultants' performance of the Services in India a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5 OBLIGATIONS OF THE EMPLOYER:

5.1 Assistance and Exemptions:

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the CE(P) shall:

(a) assist the consultants, sub-consultants and personnel with such documents as shall be necessary to enable the consultants, sub-consultants or personnel to perform the services.

(b) assist for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry documents required for their stay in India.

(c) issue to officials, agents and representatives of the Executive Engineer (P)-4 all such instructions as may be necessary or appropriate for the prompt and effective implementation of the services.

(d) assist the consultants and the personnel and any sub-consultants employed by the consultants for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.

(e) grant to the consultants, any sub-consultant and the personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into Government's country reasonable amounts of foreign currency for the purpose of the services or for the personnel use of the personnel and their dependents and of withdrawing any such amounts as may be earned herein by the personnel in the execution of the services; and

(f) Provide to the consultants, sub-consultants and personnel any such other assistance as may be specified in the SC.

5.2 Access to Land:

The Employer warrants that the consultants shall have, free of charge, unimpeded access to all land in the respective GP/ULB's limit in respect of which access is required for the performance of the services. The Employer will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the consultants and each of the personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the consultants or any sub-consultant or the personnel of either of them.

5.3 Changes in the Applicable Law.

If, after the date of this contract, there is any change in the Applicable Law with respect to taxes and duties which increase or decreases the cost or reimbursable expenses incurred by the consultants in performing the services, then the remuneration and reimbursable expenses otherwise payable to the consultants under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1. (b).

5.4 Services, Facilities and Property of the Employer

The Employer shall make available to the Consultant and the personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix Eat the times and in the manner specified in said Appendix E,

provided that if such services, facilities and property shall not be made available to the consultants as and when so specified, the parties shall agree on (i) any time extension that it may be appropriate to grant to the consultants for the performance of the services, (ii) the manner in which the consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the consultants as a result thereof pursuant to Clause GC 6.1.(c) hereinafter.

5.5 Payment

In consideration of the services performed by the consultants under this contract, the employer shall make to the consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.6 Counterpart Personnel

If so provided in Appendix E hereto, the Employer shall make available to the consultants, as and when provided in such Appendix E, and free of charge, such counterpart personnel to be selected by the Employer, with the Consultants' advice, as shall be specified in such Appendix E. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to him by the consultants which is consistent with the position occupied by such member, the consultant may request the replacement of such member, and the employer shall not unreasonably refuse to act upon such request.

6 PAYMENTS TO THE CONSULTANTS:

6.1 Lump Sum Remuneration:

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum paid as per schedule of payment including all staff costs, sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A.

6.2 The Client shall cause to be paid to the Consultants an payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a Scheduled Bank acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix E hereto or in such other form as the Client shall have approved in writing

6.3 Contract Price:

(a) The price payable in local currency is set forth in the SC.

6.4 Terms and Conditions of Payment:

Payments will be made to the account of the Consultants and according to the payment schedule stated in the SC.

6.5 Additional payment shall be made to the Consultant for the extended time limit / original Contract duration. This will be worked out based on the actual expenditure, overheads, social charges and other related expenses for the duration of extended period

7 FAIRNESS AND GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

8 SETTLEMENT OF DISPUTES: AS PER ARBITRATION PROCEDURE AS SPECIFIED IN THE SPECIAL CONDITIONS OF CONTRACT

III. SPECIAL CONDITIONS OF CONTRACT

Number of Amendments of, and Supplements to, GC Clause* Clauses in the General Conditions of Contract

1.3 The Language is:English

1.4.1 The Addresses are:

Employer : BWSSB

Bangalore

Phone No .

Fax:

Consultants: _____

Attention: _____

Telephone: _____

Facsimile: _____

1.4.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery,

(b) in the case of facsimiles, 24 hours following confirmed transmission

1.6 The Authorized Representatives are:

For the Client: Executive Engineer (P)-4 division For the Consultant firm:

1.7 Taxes and Duties:

1.7.1 For domestic consultants/personnel and foreign consultants/personnel who are permanent residents in India.

The consultants and the personnel shall pay the taxes, duties; fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

1.7.2 For foreign Consultants/personnel:

The client warrants that the client shall pay on behalf of the consultants and the Personnel any taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the consultants and the Personnel in respect of:

(a) any payments made to the Consultants, Sub-consultants, and the Personnel of either of them (other than Indian nationals or foreign nationals now permanently residing in India), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into India by the Consultants or Sub-consultants for the purpose of carrying out the Services and which, after having been bought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the client and which is treated as property of the client;

(d) any property brought into India by the Consultants, any Sub-consultants, and the Personnel of either of them (other than Indian national or permanent residents of India), or the eligible dependents of such personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from India, provided that;

(1) the consultants, sub-consultants and Personnel, and their eligible dependents, shall follow the usual customs procedure of the Government in importing property into India; and

(2) If the consultants, Sub-consultants or personnel, or their eligible dependents, do not withdraw but dispose of any property in India upon which customs duties and taxes have been exempted, the consultants, Sub-consultants or Personnel, as the case may be,

(i) Shall bear such customs duties and taxes in conformity with the regulations of the Government.

or

(ii) Shall reimburse them to the client if they were paid by the client at the time the property in question was brought into the Government's country.]

2. Commencement of Contract

2.1 The date on which this Contract shall come into effect is : The date of on which contract is signed or the date of issue of Notice to Proceed by the Executive Engineer (P)-4 Division.

2.2 The date for commencement of services is from date issue of work order.

2.3 Submission of Final DPR – 6 Months from the date Notice to Proceed.

(a) Except in case of fraud or wilful misconduct on the part of the Consultants or on the party of any person or firm acting on behalf of the consultants in carrying out the services, the consultants, with respect to damage caused by the consultants to their Employer's property, shall not be liable to the Employer:

(i) for any indirect or consequential loss or damage; and

(ii) for any direct loss or damage that exceeds (A) the total payments for professional Fees and Reimbursable Expenditures made or expected to be made to the Consultants here under, or (B) the proceeds the Consultants may be entitled to receive from any increase maintained by the Consultants to cover such a liability, whichever of (A) or (B) is higher.

(b) This limitation of liability shall not affect the consultants' liability, if any, for damage to Third parties caused by the consultants or any person or firm acting on behalf of the consultants in carrying out the services.

3.4 The risks and the coverage shall be;

1. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel, for the period of Consultancy;
2. Third Party liability insurance, with a minimum coverage for Rs. 3 lacs for the period of Consultancy.
3. Employer's liability and worker's compensation insurance in respect of the Personnel of the consultants and of any sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
4. Professional liability insurance, with a minimum coverage of equal to total

contract value for this consultancy; and

5. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.

3.5 The other sections are:

(i) Taking any action under a civil works contract designating the Consultants as "Engineer" for which action, pursuant to such civil works contract, the written approval of "Employer" is required.

3.6 The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

3.7 The person designated as Team Leader in Appendix C or a person nominated by the Consultant, shall serve in that capacity as specified in GCC Clause 4.2.1

3.8 The payment to the consultant shall be made as per the schedule of payment, regularly by Executive Engineer (P)-4 Division. For delayed payments, an interest rate at 6% annum shall be applicable.

4. The following provisions shall apply to the payment.

This is a lump sum contract with milestone payments.

5 Disputes shall be settled by arbitration in accordance with the following provisions:

5. 1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator or within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Council of Arbitrators , New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.

(c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its

arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

5.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedures of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

5.3 Substitute Arbitrators

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

5.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs through (c) of Clause 8.2.1 hereof shall be an internationally/ nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

5.5 Miscellaneous

In any arbitration proceeding here under:

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore.

(b) The English language shall be the official language for all purposes; and

(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement

V APPENDICES

Appendix - A Description of the Services (Based on TOR)

(Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client etc.)

Appendix - B Reporting Requirements

(List format, frequency and contents of reports; persons to receive them, dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable")

Appendix - C

Key Personnel and Sub-consultants (Refer Clause 4.1 of the Contract)

Appendix - D

Services and Facilities Provided by the Client

Appendix – E

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(On non-judicial paper of appropriate value)

To: _____(name of Employer)
_____(address of Employer)
WHEREAS _____(name and address of Contractor) (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No.___dated _____to execute_____(name of Contract and brief description of Works) (hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such as Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ (amount of Guarantee)_(amount in words), such sum being payable in the types and proportions- of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____(amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until a date 28 days from the date of issue of the Taking-Over Certificate.

SIGNATURE AND SEAL OF THE

GUARANTOR Name of Bank
_____ Address
_____ Date
_____

The draft RFP to invite Tenders is hereby approved.

ACE (P)-2
BWSSB

CE (Project)
BWSSB